

MICHAEL COSENTINO, ESQ., State Bar No. 83253  
Attorney at Law  
P.O. Box 129  
Alameda, CA 94501  
Telephone: (510) 523-4702

Attorney for Plaintiff  
United States of America

**FILED**

JUL - 7 2008

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

**SLM**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

**CV 08**

**3256**

UNITED STATES OF AMERICA,

Case No.

Plaintiff,

v.

COMPLAINT

(Student Loan\Debt Collection Case)

Mary A. Rufus aka Mary Ann Rufus,

Defendant(s).

Plaintiff, through its attorney, alleges:

1. Jurisdiction: The Court has jurisdiction of this action under 28 U.S.C. Section 1345.
2. Defendant resides in the Northern District of California.
3. Defendant owes plaintiff \$837.59, plus additional interest according to the Certificate of Indebtedness, a copy of which is annexed hereto as Exhibit A.

WHEREFORE, plaintiff demands judgment against defendant for the sum of \$837.59, additional interest to the date of judgment, attorney's fees in the amount of 33.33% of the debt, and court costs.

Date: June 23, 2008



LAW OFFICE OF MICHAEL COSENTINO  
By: MICHAEL COSENTINO  
Attorney for the Plaintiff  
United States of America

U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Name: Mary A. Rufus  
AKA: N/A  
Address: 1168 Saratoga Street  
Palo Alto, CA 94303

SSN No: 1073

Total debt due United States as of April 23, 1997: \$857.33

I certify that U. S. Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$837.59 from April 23, 1997 at the annual rate of 5.00%. Interest accrues on the principal amount of this debt at the rate of \$0.11 per day.

The claim arose in connection with a Government insured or guaranteed loan made by a private lender and assigned to the United States.

On September 4, 1991, November 15, 1991, April 20, 1992, March 2, 1992, August 19, 1992, October 19, 1992, January 20, 1993 and March 22, 1993 the debtor executed promissory note(s) to secure loan(s) from Canada College, Redwood City, CA under loan guaranty programs authorized under Title IV-E of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087 et.seq (34 C.F.R. Part 674). The holder demanded payment according to the terms of the note(s) and on June 2, 1994 the debtor defaulted on the obligation.

After application of the last voluntary payment of \$195.00 which was received on November 2, 1996 the debtor now owes the following:

|                                  |          |
|----------------------------------|----------|
| Principal:                       | \$837.59 |
| Interest:                        | \$ 19.74 |
| Administrative/Collection Costs: | \$ 0.00  |
| Penalties:                       | \$ 0.00  |

CERTIFICATION: Pursuant to 28 USC Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

5/15/07

(Date)

M. Del Roson

Loan Analyst  
Litigation Branch

**EXHIBIT A**